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8 CRAIG YATES, an individual;
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12 UNITED STATES DISTRICT COURT
13 NORTHERN DISTRICT OF CALIFORNIA

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18 CRAIG YATES, an individual,) CASE NO. CV- 10-4754-PSG
19 Plaintiff,)
20 v.) STIPULATION OF DISMISSAL AND
21) [XXXXXXXX] ORDER THEREON
22 GOMEZ GAS; ADAN GOMEZ, an)
23 individual; and SHAHNAZ PARVANEH,)
24 an individual,)
Defendants.)

The parties, by and through their respective counsel, stipulate to dismissal of this action
in its entirety with prejudice pursuant to Fed.R.Civ.P.41(a)(1). Outside of the terms of the
Settlement Agreement and General Release (“Agreement”) herein, each party is to bear its own
costs and attorneys’ fees. The parties further consent to and request that the Court retain
jurisdiction over enforcement of the Agreement. See Kokonen v. Guardian Life Ins. Co., 511
U.S. 375 (1994) (empowering the district courts to retain jurisdiction over enforcement of
settlement agreements).

25 Therefore, IT IS HEREBY STIPULATED by and between parties to this action through
26 their designated counsel that the above-captioned action be and hereby is dismissed with
27 prejudice pursuant to Federal Rules of Civil Procedure section 41(a)(1).

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STIPULATION OF DISMISSAL AND [XXXXX] ORDER THEREON

CASE NO. CV- 10-4754-PSG

This stipulation may be executed in counterparts, all of which together shall constitute one original document..

Dated: October 25, 2011

**THOMAS E. FRANKOVICH
A PROFESSIONAL LAW CORPORATION**

By: /S/ Thomas E. Frankovich

Thomas E. Frankovich

Attorney for Plaintiff CRAIG YATES

Dated: 10-26, 2011

ALLMAN & NIELSEN, P.C.

By: _____

Sara B. Allman, Esq.

Attorneys for ADAN GOMEZ, an individual;

Dated: _____, 2011

VALERIAN, PATTON & STRATMAN

By: _____

Edward J. Rodzewich,

Attorneys for SHAHNAZ PARVANEH,

ORDER

IT IS HEREBY ORDERED that this matter is dismissed with prejudice pursuant to Fed.R.Civ.P.41(a)(1). IT IS FURTHER ORDERED that the Court shall retain jurisdiction for the purpose of enforcing the parties' Settlement Agreement and General Release should such enforcement be necessary., LTD with prejudice pursuant to Fed.R.Civ.P.41(a)(1).

Dated: 11/4 , 2011

Paul S. Grewal
Honorable Judge Paul S. Grewal
U.S. Magistrate Judge

1 This stipulation may be executed in counterparts, all of which together shall constitute
2 one original document..
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4

Dated: _____, 2011

THOMAS E. FRANKOVICH
A PROFESSIONAL LAW CORPORATION

5 By: _____
6 Thomas E. Frankovich
7 Attorney for Plaintiff CRAIG YATES
8
9

10 Dated: _____, 2011

ALLMAN & NIELSEN, P.C.

11 By: _____
12 Sara B. Allman, Esq.
13 Attorneys for ADAN GOMEZ, an individual;
14

15 Dated: 11/19/11, 2011

VALERIAN, PATTON & STRATMAN
By: _____
Edward J. Rodziewich,
Attorneys for SHAHNAZ PARVANEH,

19 **ORDER**

20 IT IS HEREBY ORDERED that this matter is dismissed with prejudice pursuant to
21 Fed.R.Civ.P.41(a)(1). IT IS FURTHER ORDERED that the Court shall retain jurisdiction for
22 the purpose of enforcing the parties' Settlement Agreement and General Release should such
23 enforcement be necessary., LTD with prejudice pursuant to Fed.R.Civ.P.41(a)(1).

24 Dated: _____, 2011
25
26

Honorable Judge Paul S. Grewal
UNITED STATE DISTRICT JUDGE